

CONTRACT
BETWEEN
MONTVILLE TOWNSHIP BOARD OF EDUCATION
AND
MONTVILLE TOWNSHIP ADMINISTRATORS ASSOCIATION

2018-2019
2019-2020
2020-2021

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CONTRACT

THIS AGREEMENT made and entered into this second day of November, 2018 between the Montville Township Administrators Association, a public employee association of the State of New Jersey hereinafter called the "Association," and the Board of Education of the Township of Montville, County of Morris, State of New Jersey, a public corporation in the State of New Jersey hereinafter called the "Board."

WHEREAS, the Board and the Association have negotiated in an effort to reach agreement as to the terms and conditions of employment for administrators within the school district for the years 2018-2019, 2019-2020, and 2020-2021, now, therefore, it is agreed as follows:

ARTICLE I – RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for Elementary School Principals, the Middle School Principal, the High School Principal, the Middle and High School Assistant Principals, the Director of Guidance, Director of Special Services and the Director of Athletics, Physical Education and Nurses.

ARTICLE II – LEGAL REFERENCE

If any provision of application of this agreement is held to be contrary to law, then such provision or application shall not be deemed valid and shall be deemed subsisting except to the extent permitted by law. All other provisions contained herein shall continue in full force and effect.

Administrators employed by the Board will render services and conduct themselves in accordance with rules, regulations and directives issued by the Superintendent of Schools and the Board.

ARTICLE III – COMPENSATION

Section 1 Administrators will be evaluated in accordance with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ)m N.J.S.A. 18A:6-117, et. seq., and regulations promulgated thereunder. A contract recommendation shall be presented to the administrators on or before May 15 of each calendar year or as required by law.

Section 2 The individual contract of each administrator employed by the Board during the 2018-2019, 2019-2020, and 2020-2021 school years shall provide for compensation in accordance with the Base Salary Schedule attached hereto as Schedule B and incorporated by reference, subject to the recommendation of the Superintendent of Schools and approval of the Board.

ARTICLE IV – INSURANCE

Section 1

Section 1, Effective upon ratification, the new base plan will be the Direct 15 plan or its equivalent. Employees that prefer a plan that offers greater benefits may enroll in that plan and will be responsible for the Tier IV Ch. 78 contribution for the Direct 15 plan and 100% of the difference between the Direct 15 premium and the plan selected.

New association members employed after July 1, 2018 will be enrolled in the 15/25 plan or its equivalent.

The Board agrees to share 50% of the savings with those members of the association who participate in the health benefits program. Employees would receive a prorated payment based on their level of coverage. Payments would be made in two installments.

The example calculation for the benefits cost savings sharing shall be as follows:

*Cost of (2018) NJ Direct 10 Plan - (2018) NJ Direct 15 Plan X .65 (BOE share of the premium)
X 12 months = total savings to BOE/2 (half to board to half to employee)*

Section 2

Administrators may opt out of the health plan and accept a stipend in lieu of the coverage, the same as the teachers.

Each employee who has health benefits coverage through his/her spouse may waive his/her benefits and shall in return receive 25% of the premium savings or \$4,000, whichever is less.

Employees waiving coverage must show proof of alternative coverage. Employees who voluntarily act under this provision shall be reimbursed for COBRA coverage in the event same becomes necessary until the next open enrollment period. The Board shall be entitled to off-set any COBRA reimbursement against “opt-out” payments received for a period for which COBRA reimbursement is made. Payments shall be made one half in December and one half in June of each year.

Section 3

The Board will provide family dental coverage for the 2018-2021 school years. The cost of the family dental coverage will be borne by the Board. The Board will also provide to its administrators a vision plan in addition to all other insurance benefits granted to its teachers. The Board reserves the right to select and/or change the insurance company or companies which provide coverage.

ARTICLE V – ADMINISTRATIVE LEAVE

- Section 1** All administrators shall be granted twelve (12) sick days leave per year. Any unused sick leave days shall be cumulative and available for sick leave, if needed, in subsequent years. The parties hereto recognize that the Board may require a validated doctor's certificate as a condition for the granting of sick leave. The parties hereto further agree that the Board, through the Superintendent, may require that administrators submit to a physical examination by a licensed physician as a condition for the approval of sick leave.
- Section 2** Administrators shall be entitled to five (5) non-cumulative leave days per year with pay due to personal emergencies, which shall include the following: personal legal matters, religious holidays, severe illness in the immediate family, marriage of the employee or member of the employee's "immediate family" or other personal emergency.
- A. Two such personal days may be taken without a statement of the reasons for such leave provided that notification be given by the administrator to the Superintendent or designee prior to the start of the school day for which such leave is sought.
- B. The remaining three personal days may be taken only upon the prior submission by the administrator of a statement of the reason(s) for such leave to the Superintendent or designee at least forty-eight hours prior to the leave requests except in circumstances of emergencies, in which the reasons shall be furnished as soon as possible. The Superintendent shall evaluate the request and the reasons given for leave provided herein in accordance with the standards for leave for personal emergency days, as set forth herein.
- Section 3** All unit personnel shall be entitled to the Thanksgiving, Winter and Spring Recesses as approved by the Board.
- Section 4** All unit personnel shall be entitled to the following legal holidays: Independence Day – Labor Day – Columbus Day – Veterans' Day – Thanksgiving Day – Christmas Day – New Year's Day – Martin Luther King, Jr. Day – Presidents' Day – Good Friday – Memorial Day. All unit personnel are also entitled to a shortened workday on the day prior to Thanksgiving and may leave after dismissal. When school is not in session on a national/state legal holiday, all unit personnel shall be entitled to the holiday without penalty.
- Section 5** All unit personnel shall be entitled to 20 annual vacation days for twelve months of employment. Vacation days are to be scheduled by the administrator with the Superintendent. Changes may be made in the vacation schedule only by mutual agreement between the administrator and the Superintendent. Vacation days may be used during the school year when school is in session with prior approval by the Superintendent. Administrators may request that the Superintendent approve the carryover of up to five vacation days into the next school year. Requests must be submitted prior to June 30th each year. Vacation days carried over are not eligible for payment upon retirement.

All accrued vacation days shall be used prior to retirement with the exception of Patricia Kennedy, who shall be entitled to the payment of twenty (20) days of vacation upon retirement.

Section 6

Administrators shall also be entitled to take a total of four leave days in circumstances where there is a death of a member of the administrators "immediate family," which shall be defined as including the administrator's spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or significant other, or two leave days in circumstances where there is a death of an aunt, uncle, niece or nephew. The Board shall have the discretion to grant a reasonable extension of such leave for death in the administrator's "immediate family" in the event a request for such extension is made, and the Superintendent determines that the request is reasonable.

Section 7

The leave granted in the within Article shall constitute the total leave allowed to administrators for which compensation shall be paid by the Board, except for professional days which shall be granted as per Board policy.

Section 8

When the schools are closed for students and teachers due to inclement weather or emergencies, administrators will not be required to remain or to be in school on said days. However, the administrators are required on emergency closing days to personally verify with the custodial and maintenance staff assigned to their buildings that their respective schools are prepared (sidewalk shoveled, parking lots plowed, etc.) for reopening and any other activities that may take place during that day. Administrators are required to attend any activities scheduled for that day that are not cancelled. When there is a delayed opening of school due to snow or other emergency, administrators shall arrive at their buildings at least 30 minutes prior to the start of the school day. When schools are dismissed due to snow or other emergency, administrators will remain in the building for one (1) hour unless released earlier by the Superintendent of Schools or designee.

Section 9

Each unused non-cumulative personal day shall be converted to a cumulative sick day at the end of each school year. Members of the MTAA may accumulate a maximum of twelve (12) sick days during each contract year. Upon retirement, after fifteen (15) years of service in the district, administrators will be paid \$100 per day for their unused accumulated sick leave. An exception to the fifteen (15) years of service requirement shall be made for MTAA members who have been employed in the Montville Township School District since 2005, who will be eligible for payment of unused sick leave upon ten (10) years of service in the district. Employee eligibility for this payment shall be contingent upon eligibility under the New Jersey Retirement System.

Sick leave payout shall be capped as follows: Retirement as of June 30, 2019 shall be eligible for a maximum of \$25,000. Retirement as of June 30, 2020, shall be eligible for a maximum of \$20,000. Retirement as of June 30, 2021 shall be eligible for a maximum of \$15,000. Any administrator hired after July 1 2013 will have their retirement sick leave capped at a level of \$15,000.

ARTICLE VI – PROFESSIONAL GROWTH

The Board agrees to provide reimbursement for tuition, professional dues, and/or workshop/convention costs not to exceed the amounts shown below to be used during the term of this contract. Annual amounts specified will become available as of July 1 of each year of the contract. There shall be no accrual of unused moneys beyond the term of this contract. Reimbursement for tuition, professional dues and/or workshop/convention costs hereunder shall be subject to receipt by the administrator of prior written approval of the Superintendent and subject to the following conditions:

- A. In the case of tuition, the administrator must be matriculated in a post-master's, master's, specialist, doctoral program or post-doctoral program offered by an accredited college or university and taking courses required in the program and must achieve a grade of "B" or higher in said courses to receive tuition reimbursement. Tuition reimbursement shall be limited to nine credits per year and shall be reimbursed at the current Rutgers in-state rate per graduate credit. The Superintendent may approve individual request for tuition reimbursement when a course is not required by a degree program. Administrators shall be reimbursed for one hundred percent (100%) of the course tuition excluding textbooks, fees, and supplies subject to the rate set forth above. A member must remain a district employee a minimum of three (3) years after completing course work related to an advanced degree. Any member who leaves the district prior to the aforementioned three (3) years shall reimburse the district 2/3 of year 1 and/or 1/3 of year 2 of all the monies paid by the district for tuition prior to the termination of employment. If there is a balance owed at the termination date, the member's last check will be withheld, with any outstanding balances to be paid not later than one year from the date of termination. The calendar year begins at the conclusion of the course.
- B. In the case of professional dues, the Board agrees to reimburse administrators for professional dues to professional organizations, excluding the NJEA, dedicated to the advancement of education up to a limit of \$1,800 per administrator for each year of the contract. Reimbursement shall be made upon submission of billing notice.
- C. In the case of workshops and/or conventions, a total pool of \$25,000 will be available during the term of this contract. Attendance at national conventions will be rotated among administrators at a total cost not to exceed \$5,000 for each year of the contract. Attendance at all workshops and conventions must be approved in writing by the Superintendent prior to registration. Administrators must present proof of attendance at workshops and conventions to the Superintendent in order to qualify for reimbursement.
- D. The Board will reimburse administrators for travel at the prevailing OMB rate, as required by law.

ARTICLE VII – GRIEVANCE PROCEDURE

Section 1

Definition

A “grievance” is a claim by an administrator or the Association based upon interpretation, application or violation of this agreement.

Section 2

Purpose

The primary purpose of the procedure hereby set forth is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Except as necessary for the purpose of implementing this procedure, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedures. Nothing contained herein shall be construed as limiting the right of any administrator has a grievance to discuss the matter informally with any appropriate member of the administration.

Section 3

Exclusion

The following matters shall not be the basis of a grievance:

- A. Any matter which according to law is either beyond the scope of Board authority or limited by statute to unilateral Board action
- B. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the New Jersey Department of Education.
- C. A complaint by any administrator occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position to which tenure is either not possible or not required.

Section 4

Procedure

The Board of Education and the administrators recognize that the best interest of public education will be served by establishing grievance procedures for professional staff personnel to provide an orderly method for them to seek mutually satisfactory agreement on problems before them and to appeal through designated channels in the event of an impasse.

- A. The procedure for the processing of grievances shall be as follows:

Level 1 An aggrieved person shall institute a grievance under the provisions herein within ten (10) calendar days of the occurrence of the problem or within ten (10) calendar days after the aggrieved person would reasonably be expected to know of its occurrence. Failure to act within the aforesaid ten (10) calendar day period shall be deemed to constitute an abandonment of the grievance and no further proceedings hereunder shall be permitted, The aggrieved person filing a grievance hereunder shall first discuss the grievance orally with the aggrieved person’s immediate administrative supervisor to attempt to resolve the matter at that level.

Level 2 If the grievance remains unresolved, the aggrieved person shall within five (5) calendar days following the formal conference submit the grievance to the aggrieved person's immediate supervisor in writing. The written grievance shall specify:

- a. The nature of the grievance and the remedy required;
- b. The specific provisions of the contract or specific board policies allegedly violated;
- c. The results of the Level I discussion;
- d. The basis of the dissatisfaction with the determination.
- e. All documents supporting the grievance shall be attached.

The aggrieved person's immediate supervisor shall within five (5) calendar days submit a written decision on the grievance which shall be transmitted to the aggrieved person. In no case would a written grievance be acted upon if presented after fifteen (15) days.

Level 3 If the grievance is unresolved, the aggrieved person(s) shall not later than five (5) calendar days after receipt of the immediate supervisor's written decision, appeal said decision to the Superintendent. The appeal must be in writing and include copies of all relevant documents as well as a statement explaining the aggrieved person's dissatisfaction with the decision previously rendered. The aggrieved person shall at the time of the filing of the appeal furnish the immediate supervisor with a copy of any additional document(s) deemed relevant to the grievance. The Superintendent shall attempt to resolve the grievance as expeditiously as possible and shall have authority to conduct such a hearing, in such a manner as he/she deems necessary, to resolve the grievance. In any event, the Superintendent shall within ten (10) calendar days after receipt of the written grievance (unless a different period is mutually agreed upon) advise the aggrieved person in writing of his/her determination.

Level 4 If the grievance remains unresolved, the aggrieved person shall state in writing no later than ten (10) calendar days after receipt of the Superintendent's decision, the grounds for the grievance to the Board in the same manner and in the same procedure as it was made to the Superintendent. The Board shall request and hold a hearing concerning the grievance and shall render a written determination of the grievance no later than twenty (20) calendar days following receipt of the grievance.

Level 5 If the grievance remains unresolved, the aggrieved person shall have the right to advisory arbitration of the grievance provided that such request for advisory arbitration shall be made known to the Board, through the Board Secretary, not later than ten (10) calendar days following the determination of the grievance by the Board.

Failure to demand advisory arbitration within the aforesaid time period shall constitute a bar to advisory arbitration unless the aggrieved person and the Board shall mutually agree upon a different time period within which to assert the request.

- a. The following procedure shall be followed to secure the services of an arbitrator:
 - 1. Either party may request through PERC a roster of persons qualified to function as an arbitrator in the dispute.
 - 2. The procedure for arbitration shall be in accordance with the rules promulgated by PERC and the parties agree to comply with the aforesaid rules.
 - 3. The fees and expenses of the arbitrator are the only costs which shall be shared equally. All other expenses and costs incurred shall be borne by the party incurring same.
- b. All time limits stated shall be deemed mandatory as a condition for compliance with the requirements of this Article and may be shortened or lengthened only upon the mutual written consent of the parties hereto.
- c. The arbitrator shall not have the power to add to, subtract from or otherwise change any other provisions of this agreement.

ARTICLE VIII – FULLY BARGAINED PROVISION

The parties agree that this agreement constitutes the entire contract between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof and settles all demands and issues on all matters subject to collective bargaining, including any demands made by the Association during negotiations.

Accordingly, the MTAA expressly waives the right, during the term of this agreement, to demand, discuss, or negotiate any subject matter, whether or not such subject matter is specifically contained in this agreement or whether such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this agreement.

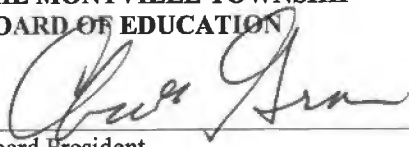
ARTICLE IX – NEW POSITIONS

Should any additional holders of the job titles petition to be included in the bargaining unit, the Board reserves the right to construct a separate and distinct salary schedule for any such individual.

The terms of this agreement shall commence July 1, 2018 and shall terminate June 30, 2021.

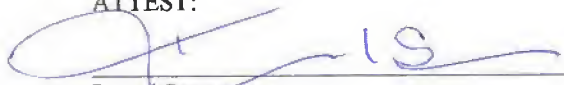
IN WITNESS THEREOF, the parties have set their hands and seals.

**THE MONTVILLE TOWNSHIP
BOARD OF EDUCATION**



Board President

ATTEST:



Board Secretary

**THE MONTVILLE TOWNSHIP
ADMINISTRATOR ASSOCIATION**

MTAA President

ATTEST:

 11/2/18

MTAA Secretary

SCHEDULE A

2018-2019 AGREEMENT

Any administrator who possesses an earned doctorate from an accredited institution will receive an annual salary stipend of \$3,100.00

In addition, administrators will receive a longevity stipend for accrued time in the district. All longevity payments will be incorporated in the administrator's base salary:

10-14 years	15-19 years	20-24 years	25 years plus
\$3,800	\$4,600	\$5,400	\$6,100

It is further agreed that if an administrator reaches longevity at any time during the first six months of the contract year that longevity is achieved, the stipend will be paid. If an administrator achieves longevity status in the second six months of the contract year that longevity is achieved, the stipend will be paid beginning the subsequent contract year. Beginning with those administrators hired as of July 1, 2018, payment of longevity shall be effective on July 1 of the year after the employee has completed 10, 15, 20 or 25 years of service.

All members of the Montville Township Administrators Association will attend Board meetings as requested by the Superintendent. Members will be provided with a minimum of three days' notice when their presence at a Board meeting will be required.

SCHEDULE B**SALARY GUIDES****2018-2019 Salaries**

Step	Assistant Principal	Elementary Principal	Athletic Director	Director	Middle School Principal	High School Principal
1	117,000.00	125,000.00	117,000.00	135,000.00	135,000.00	145,000.00
2	118,545.00	127,425.00	118,545.00	137,700.00	137,700.00	147,900.00
3	119,790.00	129,940.00	119,790.00	141,830.00	140,454.00	150,860.00
4	121,000.00	131,155.00	121,000.00	145,000.00	142,230.00	153,875.00
5	122,210.00	132,465.00	122,210.00	147,900.00	143,845.00	156,950.00
6	124,000.00	133,790.00	124,000.00	150,860.00	145,570.00	160,090.00
7	126,530.00	135,130.00	126,530.00	153,880.00	147,315.00	163,290.00
8	127,720.00	136,480.00	127,720.00	156,335.00	149,100.00	167,100.00
9	130,275.00	138,025.00	130,275.00	160,430.00	150,890.00	171,445.00
10	131,575.00	139,315.00	131,575.00	161,965.00	152,700.00	173,405.00
11	132,900.00	140,710.00	132,900.00	165,040.00	154,530.00	175,485.00
Off Guide 1		157,140.00				
Off Guide 2		166,555.00				

2019-2020 Salaries

Step	Assistant Principal	Elementary Principal	Athletic Director	Director	Middle School Principal	High School Principal
1	118,000.00	125,000.00	118,000.00	135,000.00	135,000.00	145,000.00
2	120,625.00	127,000.00	120,625.00	137,700.00	137,700.00	147,900.00
3	122,245.00	130,000.00	122,245.00	141,830.00	140,454.00	150,860.00
4	123,530.00	133,985.00	123,530.00	145,000.00	142,230.00	153,875.00
5	124,890.00	135,000.00	124,890.00	147,900.00	146,740.00	156,950.00
6	126,265.00	136,250.00	126,265.00	150,860.00	148,355.00	160,090.00
7	127,655.00	137,500.00	127,655.00	153,880.00	149,990.00	163,290.00
8	130,470.00	139,000.00	130,470.00	156,750.00	151,640.00	167,100.00
9	131,705.00	140,390.00	131,705.00	160,600.00	153,310.00	171,350.00
10	133,155.00	142,310.00	133,155.00	165,390.00	155,000.00	176,635.00
11	134,620.00	143,735.00	134,620.00	167,010.00	156,705.00	178,405.00
Off Guide 1		161,075.00				
Off Guide 2		170,720.00				

2020-2021 Salaries						
Step	Assistant Principal	Elementary Principal	Athletic Director	Director	Middle School Principal	High School Principal
1	118,500.00	125,000.00	118,500.00	135,000.00	135,000.00	145,000.00
2	120,700.00	127,425.00	120,700.00	137,700.00	137,700.00	147,900.00
3	124,365.00	129,940.00	124,365.00	141,830.00	140,454.00	150,860.00
4	126,135.00	133,985.00	126,135.00	145,000.00	142,230.00	153,875.00
5	127,450.00	138,220.00	127,450.00	147,900.00	146,740.00	156,950.00
6	128,850.00	140,045.00	128,850.00	150,860.00	151,361.00	160,090.00
7	130,265.00	141,585.00	130,265.00	153,880.00	153,025.00	163,290.00
8	131,700.00	143,140.00	131,700.00	156,335.00	154,710.00	167,100.00
9	134,600.00	144,715.00	134,600.00	160,430.00	156,255.00	171,350.00
10	135,875.00	146,305.00	135,875.00	165,390.00	157,815.00	176,637.00
11	137,370.00	146,795.00	137,370.00	170,400.00	159,550.00	181,760.00
Off Guide 1		165,100.00				
Off Guide 2		174,990.00				

